

Exhibit B

Notice of Foreclosure Sale

NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN (this “**Notice**”) that HPS Investment Partners, LLC, as Collateral Agent under the Prepetition Senior Credit Facility and the DIP Financing referred to below (the “**Collateral Agent**”), will hold an auction to offer for sale, in one or more parts as determined by the Collateral Agent, all of the estate, right, title and interest of Chicken Soup for the Soul Entertainment, Inc. (“**CSSE**”) and its subsidiaries specified in Annex A hereto (collectively, the “**Subsidiary Loan Parties**”, and together with CSSE, collectively, the “**Debtors**”) in and to the assets and properties described in Annex B hereto (the “**Collateral**”):

On Wednesday, April 23, 2025 at 10:00 a.m., New York City time (the “**Date of Sale**”), and

In the offices of Milbank LLP (counsel to the Collateral Agent) 55 Hudson Yards, New York, NY 10001 (the “**Place of Sale**”),

pursuant to Section 9-610 of the Uniform Commercial Code and (a) the Amended and Restated Collateral Agreement dated as of August 11, 2022 (“**Collateral Agreement**”), among Chicken Soup for the Soul Entertainment, Inc. and Redbox Automated Retail, LLC as Borrowers, the other Subsidiary Loan Parties party thereto and the Collateral Agent, securing the obligations of the Debtors under the term loan and revolving credit facilities under the Amended and Restated Credit Agreement, dated as of August 11, 2022 (the “**Prepetition Senior Credit Facility**”), (b) that certain Interim Order (I) authorizing the Debtors to (A) obtain postpetition financing, (B) use cash collateral, and (C) grant liens and superpriority administrative expense claims, (II) granting adequate protection to certain prepetition secured parties, (III) modifying the automatic stay, (IV) scheduling a final hearing, and (V) granting related relief, entered by the United States Bankruptcy Court of the District of Delaware on July 4, 2024 (the financing permitted pursuant thereto, the “**DIP Financing**”) and (c) the Order Granting HPS Investment Partners, LLC’s Motion For Relief From The Automatic Stay, entered by the United States Bankruptcy Court of the District of Delaware on September 6, 2024.

This Notice contains selected procedures and terms of the foreclosure sale that will apply to the foreclosure sale described herein. For the complete Bid Procedures and Requirements (as defined below) that will apply to the foreclosure sale, including forms of certain documentation identified herein, or for further information regarding the same, please contact Asher Cohen (the “**Auction Agent**”) by electronic mail as follows:

Asher Cohen
Managing Director
TOA Advisors
Telephone: 310.595.4418
Email: asher.cohen@toaadvisors.com

Additional or amended procedures and/or terms of the foreclosure sale may be implemented or announced on or before the Date of Sale, including the ability to attend the auction by a Zoom (or similar) video conference call. The foreclosure sale is subject to the

conditions and requirements set forth in the final procedures and terms of sale as in effect at the commencement of the foreclosure sale on the Date of Sale (***“Bid Procedures and Requirements”***).

The Collateral may be sold in whole or in part in one or more sales in the discretion of the Collateral Agent and in all cases on an “AS IS – WHERE IS” basis with all faults, and without recourse to the Collateral Agent, its agents or representatives, or the Auction Agent.

Please be advised that NONE OF THE COLLATERAL AGENT, THE AUCTION AGENT, THE LENDERS (AS DEFINED BELOW) OR THEIR REPSECTIVE AFFILIATES, AGENTS OR REPRESENTATIVES ARE MAKING ANY REPRESENTATIONS, EITHER, EXPRESS OR IMPLIED, AS TO THE VALUE OF THE COLLATERAL. FURTHER, THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE. ALL COLLATERAL WILL BE SOLD AS IS, WHERE IS, WITHOUT ANY COVENANTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. ANY PURCHASER ACCEPTS ALL SUCH RISKS.

The Collateral Agent does not claim title to the Collateral being sold hereunder and disclaims any warranty of title, possession, quiet enjoyment, and the like in this sale.

The sale of the Collateral shall be pursuant to an auction to one or more Qualified Bidders (as defined below) that has submitted the highest and best Qualified Bid (as defined below) as determined by the Collateral Agent and the Auction Agent (***“Successful Bidder”***). The Collateral shall be sold for cash or such other consideration as the Collateral Agent shall determine and at such price and on such other terms as the Collateral Agent may determine. The Collateral Agent or any lender (or any designee of the Collateral Agent or any lender) under the Prepetition Senior Credit Facility or the DIP Financing respectively (each a ***“Lender”***) will be permitted to bid at the sale and credit bid all or any portion of the outstanding balance of the loans outstanding under the Prepetition Senior Credit Facility and/or the DIP Financing (including all accrued and unpaid interest) held by the Collateral Agent or such Lender, in their sole discretion, against the purchase price, and become the purchaser of the Collateral.

The Collateral Agent reserves the right to (x) reject all bids and terminate the sale or adjourn the sale, and any make subsequent adjournment thereof, to such other time as the Collateral Agent may deem proper, only by announcement on the Date of Sale and at the Place of Sale and without further publication, and (y) impose any other commercially reasonable conditions upon the sale of the Collateral as the Collateral Agent may deem proper.

In order for a prospective bidder to be eligible to receive any information regarding the Collateral or to place a bid at the foreclosure sale (a ***“Qualified Bidder”***), such prospective bidder must either (a) be a Lender, or (b) on or prior to Thursday, April 17, 2025 (i) register with the Auction Agent, (ii) enter into a non-disclosure agreement with the Auction Agent, on the terms provided to such bidder by the Auction Agent, and (iii) provide such

evidence to the Collateral Agent and the Auction Agent as either may request to demonstrate the financial ability of such bidder to fund the acquisition and ability to acquire the assets in a timely manner. If requested by the Auction Agent, the Qualified Bidder shall establish an escrow account with the Collateral Agent (or its designee), which may include the completion of account forms and compliance with certain Know Your Customer requirements, and initially deposit therein, in cash or by wire transfer of immediately available funds, the sum of no less than \$1,000,000 in US dollars (which sum shall be refunded, without interest, by the Collateral Agent in the event that such bidder is not the Successful Bidder).

In the event the Successful Bidder is unable for any reason to consummate the purchase of the Collateral and to execute and deliver the closing documents, the Collateral Agent shall be entitled to any deposit paid by such bidder as liquidated damages for the costs of the sale and for the loss of a bargain, in lieu of all other damages, and the Collateral Agent may accept the next highest Qualified Bid by a Qualified Bidder at the sale of the Collateral. By bidding at the sale, the bidder acknowledges that it would not be possible to ascertain the Collateral Agent's actual damages under such circumstance

Annex A**Subsidiary Loan Parties**

	Subsidiary Loan Party
1.	757 FILM ACQUISITION LLC, a Delaware limited liability company
2.	A SHARP, INC., a Delaware corporation
3.	AT HOME WITH, LLC, a Connecticut limited liability company
4.	BD PRODUCTIONS, LLC, a Connecticut limited liability company
5.	CHICKEN SOUP FOR THE SOUL STUDIOS, LLC, a Delaware limited liability company
6.	CHICKEN SOUP FOR THE SOUL TELEVISION GROUP, LLC, a Delaware limited liability company
7.	CRACKLE PLUS LLC, a Delaware limited liability company
8.	CSS AVOD INC., a Delaware corporation
9.	CSSESIG, LLC, a Delaware limited liability company
10.	DIGITAL MEDIA ENTERPRISES LLC, a Delaware limited liability company
11.	DIRTY POOL, LLC, a Connecticut limited liability company
12.	GFBS2, LLC, a Connecticut limited liability company
13.	HALCYON STUDIOS, LLC, a Delaware limited liability company
14.	HALCYON TELEVISION, LLC, a Delaware limited liability company
15.	ITBB, LLC, a Delaware limited liability company
16.	LANDMARK STUDIO GROUP, LLC, a Delaware limited liability company
17.	LGBT TALK, LLC, a Connecticut limited liability company
18.	LOCOMOTIVE GLOBAL, INC., a Wyoming corporation
19.	LSG2020, INC., a Delaware corporation
20.	MUTUAL AID LLC, a Connecticut limited liability company
21.	PET CAVES, LLC, a Connecticut limited liability company

22.	PH2017, LLC, a Connecticut limited liability company
23.	PIVOTSHARE, INC., a Delaware corporation
24.	POWERSLAM, LLC, a Delaware limited liability company
25.	RB SECOND MERGER SUB LLC, a Delaware limited liability company
26.	REDBOX AUTOMATED RETAIL, LLC, a Delaware limited liability company
27.	REDBOX INCENTIVES, LLC, an Illinois limited liability company
28.	REDWOOD INTERMEDIATE, LLC, , a Delaware limited liability company
29.	RSHOOD2017, LLC, a Connecticut limited liability company
30.	SAFEHAVEN 2020 INC., a Louisiana corporation
31.	SCREEN MEDIA FILMS, LLC, a Delaware limited liability company
32.	SCREEN MEDIA VENTURES, LLC, a Delaware limited liability company
33.	SMV CONTENT, LLC, a Connecticut limited liability company
34.	THE FIXER 2018, LLC, a Connecticut limited liability company
35.	TOFG, LLC, a Delaware limited liability company
36.	VRP2018, LLC, a Connecticut limited liability company
37.	VRPTC, LLC, a Connecticut limited liability company
38.	WEDDING PRODUCTIONS LLC, a Connecticut limited liability company

Annex B

Description of Collateral Subject to the Auction

The Collateral subject to the Foreclosure Sale shall consist of the following:

1. All Trademarks owned by the Debtors, including the marks: “Crackle” and “Redbox”;
2. All Copyrights owned by the Debtors and, at the option of the Collateral Agent, all of the rights under Copyright Licenses of the Debtors;
3. All Patents owned by the Debtors;
4. All other Intellectual Property of the Debtors, including all digital and physical assets relating thereto;
5. All rights of action for past, present and future infringements of any of the Intellectual Property of each of Debtors and the right to receive all proceeds and damages therefrom;
6. All Documents of the Debtors;
7. All Equipment of the Debtors;
8. All assets comprising the video-on-demand streaming services business of Crackle Plus LLC;
9. All assets comprising the video-on-demand streaming services business of Redbox;
10. All General Intangibles of the Debtors;
11. All books and records pertaining to the foregoing; and
12. All Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing;

provided that, notwithstanding the foregoing, the Collateral subject to the Foreclosure Sale shall not include (i) the assumption of any outstanding obligations and liabilities of any of the Debtors under any licenses, contracts or agreements constituting Collateral, which obligations and liabilities are hereby expressly excluded from the Foreclosure Sale and (ii) any kiosks or other Equipment, and the contracts relating thereto, of Redbox.